



SINGAPORE COUNTRY SCHEDULE

This document constitutes a Country Schedule as referred to in the BNP Paribas General Banking Terms and Conditions ("**Conditions**").

This Country Schedule sets out jurisdiction-specific terms on which we provide you with one or more Accounts or Products in Singapore. You need to read and understand this Country Schedule before opening an Account or applying for a Product in Singapore.

This Country Schedule supplements the Conditions. Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the Conditions.

In the event of any inconsistency between the provisions of this Country Schedule and the Conditions, this Country Schedule will prevail.



Part A – GENERAL

1. CONFIDENTIALITY AND PERSONAL DATA

Clause 11 (*Confidentiality and Personal Data*) of the Conditions is not, and shall not be deemed to constitute, an express or implied agreement by us with you for a higher degree of confidentiality than that prescribed in Section 47 of the Banking Act (Cap. 19) of Singapore (the "**Banking Act**") and in the third Schedule to the Banking Act.

If you become aware that:

- (a) any personal data relating to your Officers or other individuals which you have previously disclosed to us has been updated and/or changed after such disclosure, you must give us notice in writing as soon as reasonably practicable thereafter; and
- (b) any of your Officers or other individuals whose personal data you have previously disclosed to us has withdrawn his or her consent as referred to in Clause 11.3.5 of the Conditions, you must give us notice in writing as soon as reasonably practicable thereafter.

Without prejudice to our other rights under law and/or other agreement(s), upon our receipt of the said notification, we shall have the right to discontinue or not provide any Products, Accounts and/or services to and/or enter into transactions with you that are linked to such personal data.

Clause 11.4 (*Transfer of information to different jurisdictions*) of the Conditions does not, and shall not be deemed to, vary, limit or override our responsibility under Applicable Laws in respect of the transfer of any personal data outside Singapore.

2. OUTSOURCING

We have no responsibility for any acts or omissions of any of our Third Party Providers in respect of any Account or Product provided by us in Singapore.

3. DEPOSIT INSURANCE SCHEME

3.1 Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation, for up to S\$100,000 in aggregate per depositor per Scheme member by law. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.

3.2 However, any financial or deposit products offered to you:

- (a) by BNP Paribas, Singapore Branch which do not constitute insured deposits under the Deposit Insurance and Policy Owners' Protection Schemes Act 2011 (No. 15 of 2011); or

- (b) by any member of the BNP Group other than BNP Paribas, Singapore Branch,

will not be protected by the Deposit Insurance Scheme.

4. COMPLAINTS

Should you have any complaints concerning the services provided by us or any other matters in relation to us, you may contact your correspondent Complaint handling unit:

- BNP Paribas Singapore Branch: dl.complaints.singapore@asia.bnpparibas.com
- BNP Paribas Singapore Branch (WM Business Line): sg_wm_bmu_team@asia.bnpparibas.com



- BNP Paribas Securities Services Singapore Branch:
clientservices.sg@asia.bnpparibas.com

5. RIGHTS OF THIRD PARTY

Where Singapore law governs, a person (other than a member of the BNP Paribas Group or each of their officers, employees and agents) who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce or to enjoy the benefit of any provision of the Agreement.

6. BUSINESS HOURS

In Singapore, our usual business hours are from 9:30 a.m. to 3:30 p.m. Monday to Friday. Our usual business hours may be extended, changed or otherwise revised by us in accordance with our business requirements. You shall be deemed to have knowledge of any such extension, change or revision if a notice of such extension, change or revision is displayed in our premises or sent by ordinary post to your last known address.

7. RULES AND GUIDELINES OF THE ASSOCIATION OF BANKS IN SINGAPORE

The rules and guidelines of the Association of Banks in Singapore, as applicable or appropriate, shall apply to all Accounts maintained by you with us.

8. USE OF RUBBER STAMP ON CHEQUES

Use of rubber stamps shall not be applicable for cheques drawn on us as the paying bank.

9. CHEQUE TRUNCATION SYSTEM ("CTS")

9.1 Collecting/Presenting Bank

- (a) We may (but shall not be obliged to) submit for CTS Clearing and/or Settlement and payment in accordance with the CTS Bye-Laws and Settlement Arrangement all SGD CTS Articles presented by you to us for collection.
- (b) We shall not be obliged to return any SGD CTS Article presented by you to us, for collection notwithstanding that such SGD CTS Article or the CTS Image Item of such SGD CTS Article has been dishonoured or that payment thereon has been refused on presentation of the CTS Image Item of such SGD CTS Article in accordance with the CTS Bye-Laws; *provided* nevertheless that:
 - (i) in the event that any such SGO CTS Article has been dishonoured after presentation by us for CTS Clearing and/or Settlement, we will provide you with an IRD of the SGD CTS Article; and
 - (ii) in the event that we are able to return and decide to return the SGD CTS Article to you:
 - (A) you shall pay us a fee of such amount as we may in our sole discretion prescribe for the return of the SGD CTS Article; and
 - (B) where we have provided you with an IRD of such SGD CTS Article, you will return the IRD to us in exchange for the return of the SGD CTS Article to you failing which we may refuse to return the SGD CTS Article.
- (c) We are not obliged to replace any IRD of any SGD CTS Article provided to you which has been misplaced or lost.
- (d) You will not present any IRD of any SGD CTS Article to any person (other than to us) for collection or payment. We may reject any altered, mutilated or defaced IRD presented by you to us for collection or payment.
- (e) Where we credit any Account with the amount of any SGD CTS Article presented to us for collection:



- (i) you will not be entitled to withdraw or transfer the amount so credited and the amount so credited will not constitute the available balance on the Account before we receive full payment of the amount of the SGD CTS Article, unless we otherwise permit or agree; and
- (ii) we will be entitled to debit the Account with the amount so credited in any of the following events regardless of whether the amount so credited has become part of the available balance of the account in the event that:
 - (A) the SGD CTS Article or the CTS Image Item of the SGD CTS Article presented for CTS Clearing and/or Settlement is dishonoured for any reason; or
 - (B) we are required by or liable under the CTS Bye-Laws or any of the CTS Agreements to refund or make any payment to any person in respect of the amount paid and collected by us on the SGD CTS Article or the CTS Image Item of the SGD CTS Article.
- (f) We may retain for such period as we consider appropriate the SGD CTS Articles presented by you to us for collection and may destroy them at any time after the end of the period. We will not be liable to you for any loss, damage or destruction of any of those SGD CTS Articles howsoever caused whilst in our custody or in the custody of any of our Third Party service provider.
- (g) We may (but are not obliged to) mark any CTS Item relating to any SGD CTS Article at your request. We may impose or charge you a fee therefor as we may determine for this.

9.2 **Paying Bank**

- (a) We will be entitled:
 - (i) to honour and make payment on any Customer SGD CTS Article:
 - (A) presented in the manner provided in Section 89 of the Bills of Exchange Act or in the form of a CTS Image File for CTS Clearing and/or Settlement in accordance with the CTS Bye Laws and the Settlement Arrangement or
 - (B) which by the CTS Bye-Laws and/or any CTS Agreements, we are obliged to honour or make payment in respect of the Customer SGD CTS Article or a CTS Image Item of the Customer SGD CTS Article; and
 - (ii) to debit any Account the amount paid by us on the Customer SGD CTS Article or to require you to reimburse us the amount so paid by us.
- (b) We will not be obliged:
 - (i) to require the delivery to us of any Customer SGD CTS Article or a CTS Image Item of the Customer SGD CTS Article presented for CTS Clearing or Settlement before or after we honour or make payment on it; and
 - (ii) to return to you any Customer SGD CTS Article or a CTS Image item of the Customer SGD CTS Article presented for CTS Clearing or Settlement, which we had honoured or on which we had made payment.

Where you request for the return of any such Customer SGD CTS Article on which we have made payment, we may (but are not obliged to) request the Presenting Bank to retrieve the Customer SGD CTS Article and you will pay us the fee prescribed by us for making the request and shall reimburse us all fees and expenses incurred by us in securing the return of the Customer SGD CTS Article.

- (c) You shall not draw any cheque, bill of exchange, instrument or document on us or on any Account, except in the form and on such paper printed in accordance with such specifications as we may approve or in the form and on paper provided by us to you



for the purpose and we shall be entitled to dishonour any cheque, bill of exchange, instrument or document which is drawn in contravention of this provision.

- (d) Notwithstanding your agreement or instruction or mandate to the contrary, we shall be entitled to honour and pay on any Customer SGD CTS Article which has been signed without your stamp or seal and shall be entitled to dishonour and reject any Customer SGD CTS Article which bears your stamp or seal.

9.3 **Despatch of IRD and Customer SGD CTS Article to you**

We may despatch any IRD of any SGD CTS Article or any Customer SGD CTS Article to you in any manner as we may consider appropriate and at your sole risk. We will not be liable to you for any loss of any such IRD or Customer SGD CTS Article occurring after it has been posted to you by pre-paid post or dispatched by any courier selected by us. You will reimburse us in respect of all fees and expenses incurred by us in posting, despatching or sending to you any IRD of any SGD CTS Article or Customer SGD CTS Article in such manner selected by us.

9.4 **Exclusion of Liability**

Without limitation to Clause 6.3 (*Exclusion of liability*) of the Conditions, we shall not be liable to you for any loss, damage or liability caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:

- (a) the cessation or interruption of the availability or operation of services provided by the CTS Operator or the MAS in respect of CTS Clearing and/or Settlement;
- (b) any act, neglect or omission of the CTS Operator, the MAS or any other person who provides any equipment or service required for or in connection with CTS Clearing or Settlement;
- (c) any payment by us on any Customer SGD CTS Article or any CTS Image Item of the Customer SGD CTS Article presented for CTS Clearing or Settlement, which has been altered or forged in any way and, any debit by us of an Account for amount of such payment; and
- (d) our failure or refusal to accept, honour and or make payment on any Customer SGD CTS Article or any CTS Image Item of such Customer SGD CTS Article.

9.5 **Definitions**

For the purposes of this Paragraph 8 (*Cheque Truncation System ("CTS")*) and subject to Paragraph 8.7 (*Definitions of Non-SGD CTS Articles*) below, the following words and expressions shall, where not inconsistent with the context have the following meanings:

"Bank Agreement" means the agreement between us and the CTS Operator relating to provision to us of services for CTS, as defined in the CTS Bye-Laws.

"Bills of Exchange Act" means the Bills of Exchange Act (Cap. 23) of Singapore.

"Clearing House Regulations" means the Banking (Clearing House) Regulations made pursuant to the Banking Act (Cap. 19) of Singapore.

"CIS Agreements" means the Bank Agreement, Settlement Arrangement and any and all agreements between us and any other persons or persons relating to Services for CTS and/or the CTS Clearing or Settlement.

"CIS Bye-Laws" means the Bye-laws of the Singapore Clearing House Association in respect of Cheque Truncation System (SGD Clearing and Settlement).

"CTS Bye-Laws (Non-SGD Clearing)" means the Bye-laws of the Singapore Clearing House Association in respect of Cheque Truncation System (Non-SGD Clearing and Settlement) and includes all additions, amendments and revisions thereto effected from time to time.

"CTS Clearing" has the same meaning as defined in the CTS Bye-Laws.

"CTS Image File" has the same meaning as defined in the CTS Bye-Laws.

"CTS Image Item" has the same meaning as defined in the CTS Bye-Laws.



"**CTS Item**" has the same meaning as defined in the CTS Bye-Laws.

"**CTS Operator**" means the person who is the Operator as defined in the CTS Bye-Laws.

"**Customer SGD CTS Article**" means any SGD CTS Article (including any cheque or bill of exchange), which appears or purports to have been signed, issued or drawn by you or on your behalf on us or on any Account and including any instruction which purports to have been signed, issued or drawn by you or on your behalf to transfer any sum to any person out of any Account.

"**IRD**" has the same meaning as defined in the CTS Bye-Laws.

"**MAS**" has the same meaning as defined in the CTS Bye-Laws.

"**Non-SGD CTS Articles**" shall mean 'Articles' as the term is defined in the CTS Bye-Laws (Non-SGD Clearing).

"**Settlement**" means settlement of our position resulting from CTS Clearing.

"**Settlement Arrangement**" means the arrangement made between us and the MAS and the Clearing House Regulations and all other arrangements made between us and the MAS with respect to the clearing and settlement of the SGD CTS Articles.

"**SGD**" means the lawful currency of the Republic of Singapore.

"**SOD CTS Articles**" shall mean 'Articles' as the term is defined in the CTS Bye-Laws.

"**USD**" means the lawful currency of the United States of America.

9.6 **Clearing and Settlement of Non-SGD CTS Articles**

- (a) Where any Non-SGD CTS Article presented to us for collection is denominated in USD and the currency of the Account to which we are required to credit the amount of the Non-SGD CTS Article is not USD, the provisions of this Paragraph 8.6 (*Clearing and Settlement of Non-SGD CTS Articles*) shall apply to the crediting and debiting of the Account as follows:
- (i) we may convert the amount of the Non-SGD CTS Article into the currency of the Account at the prevailing Applicable Rate upon clearance of the Non-SGD CTS Article and credit the Account with the amount derived from such conversion; and
 - (ii) the amount which we shall debit pursuant to Paragraph 8.1(e)(ii) above shall be equal to the amount of the Non-SGD CTS Article converted at the Applicable Rate prevailing at the time when we are notified of the occurrence of any of the events in Paragraph 8.1(e)(ii)(A) or (B) above.
- (b) Where any Non-SGD CTS Article presented to us for collection is denominated in any currency other than USD and the currency of the Account to which we are required to credit the amount of the Non-SGD CTS Article is not the currency in which the Non-SGD CTS Article is denominated, the provisions of Paragraph 8.1(e)(ii) shall apply to the crediting and debiting of the account as follows:
- (i) we may convert the amount of the Non-SGD CTS Article into the currency of the account at the paying bank's rate of exchange prevailing at the time when we receive the Non-SGD CTS Article for collection and credit the Account with the amount derived from such conversion; and
 - (ii) the amount which we shall debit pursuant to Paragraph 8.1(e)(ii) shall be the amount equal to the amount credited by us pursuant to sub-paragraph (i) above.

9.7 **Definitions of Non-SGD CTS Articles**

The provisions of Paragraph 8.1 (*Collecting/Presenting Bank*) to 8.4 (*Exclusion of Liability*) above (excluding Paragraph 8.1(g)) shall apply to Non-SGD CTS Articles and for this purpose,



references in those paragraphs to the following terms shall have meanings set out below in lieu of the meanings defined in Paragraph 8.5 (*Definitions*):

"Clearing Account Agreement" means the agreement between us and the relevant Settlement Bank relating to the provision of Services for Settlement, as defined in the CTS Bye-Laws (Non-SGD Clearing).

"CTS Agreements" means the Bank Agreement, Clearing Account Agreement and any and all agreements between us and any other persons or persons relating to Services for CTS and/or the CTS Clearing or Settlement".

"CTS Bye-Laws" shall be replaced with "CTS Bye-Laws (Non-SGD Clearing)".

"CTS Clearing" has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing).

"CTS Image Item" has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing).

"CTS Image File" has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing).

"CTS Operator" means the person who is the Operator as defined in the CTS Bye-Laws (Non-SGD Clearing).

"Customer SGD CTS Article" means any Non-SGD CTS Article (including any cheque or bill of exchange), which appears or purports to have been signed, issued or drawn by you or on your behalf on us or on any Account and including any instruction, which purports to have been signed, issued or drawn by you or on your behalf to make payment of or transfer any sum to any person out of any Account.

"IRD" has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing).

"MAS" shall be replaced with 'Settlement Bank'.

"Settlement Arrangement" shall be replaced with "Clearing Account Agreement".

"Settlement Bank" has the same meaning as defined in the CTS Bye-Laws (Non-SGD Clearing).

"SGD CTS Articles" shall be replaced with "Non-SGD CTS Articles".

PART B - INTERPRETATION

10. INTERPRETATION

In this Country Schedule, a reference to a Clause is a clause of the Conditions and a Paragraph is a paragraph of this Country Schedule.

For the avoidance of doubt, the English version of the Agreement is the official version. No other version is or will be provided.